

Steven M. Rogers (13854)
Nicholas R. Russell (15018)
Rogers & Russell, PLLC
170 S. Main Street
Pleasant Grove, UT 84062
(801) 899-6064 phone
(801) 210-5388 fax
paralegal@roruss.com
Attorneys for Debtor(s)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH	
In Re: Erica Janeth Gonzalez Debtor(s).	Case No. 24-25617 Chapter 13 Hon. Kevin R. Anderson
NOTICE OF PRECONFIRMATION MODIFICATION TO CHAPTER 13 PLAN	

PLEASE TAKE NOTICE that Debtor(s) filed with the United States Bankruptcy Court for the District of Utah a request to modify the previously filed Chapter 13 Plan under 11 U.S.C. § 1323. The Debtor(s) moves the Court for confirmation of the Plan as modified without further notice and hearing.

1. In support thereof, Debtor represents as follows:

Plan Part No.	<u>PREVIOUSLY FILED PLAN PROVISION</u>	
8.1	Check "None" or List Nonstandard Plan Provisions <input type="checkbox"/> None. <i>If "None" is checked, the rest of Part 8 need not be completed or reproduced.</i>	
	a. Applicable Commitment Period	Pursuant to §1325(b)(4), as calculated under Part II of Form 122C, the Applicable Commitment Period for this case is <u>36 Months</u> .
	b. Direct Payment of Claims	<u>Direct Payments By Debtors On Claims Secured by Personal Property:</u> The Debtors will directly make payments to the creditors listed below pursuant to the following conditions: (1) the Debtors will pay the claim without any modifications to the terms of the

			<p>contract; (2) upon entry of the confirmation order, the automatic stay of § 362 and the co-debtor stay of § 1301 are terminated as to such collateral and claims; (3) the claim will not be discharged; and (4) neither the court nor the Trustee will monitor the Debtors' performance on direct payments to such creditor.</p> <table border="1"> <tr> <td>Creditor</td><td>Collateral</td></tr> <tr> <td>Guild Mortgage Company</td><td>325 S Main St; Smithfield, UT 84335</td></tr> </table>	Creditor	Collateral	Guild Mortgage Company	325 S Main St; Smithfield, UT 84335
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		c. Adequate Protection Payments	<p>Debtor(s) proposes that certain pre-confirmation payments under 11 U.S.C. § 1326(a)(1) be made pursuant to Attachment 1 included herein. Specifically, adequate protection shall be paid on secured claims held by <u>APG and Check City</u> included in section 3.2 of the plan.</p>				
		d. Local Rules Incorporated	<p>The Local Rules of Practice of the United States Bankruptcy Court for the District of Utah are incorporated by reference in the Plan.</p>				
		e. Attorney fees	<p>Debtor(s) attorney prays for an award of attorney fees in the amount of the presumptive fee for this case as per published chamber procedures which is <u>\$3,750.00, with counsel having received a retainer of \$0.00.</u></p>				
	<u>PLAN AS MODIFIED</u>						
8.1	<p>Check "None" or List Nonstandard Plan Provisions</p> <p><input type="checkbox"/> None. <i>If "None" is checked, the rest of Part 8 need not be completed or reproduced.</i></p> <table border="1"> <tr> <td>a. Applicable Commitment Period</td><td> <p>Pursuant to §1325(b)(4), as calculated under Part II of Form 122C, the Applicable Commitment Period for this case is <u>36 Months</u>.</p> </td></tr> <tr> <td>b. Direct Payment of Claims</td><td> <p><u>Direct Payments By Debtors On Claims Secured by Personal Property:</u> The Debtors will directly make payments to the creditors listed below pursuant to the following conditions: (1) the Debtors will pay the claim without any modifications to the terms of the contract; (2) upon entry of the confirmation order, the automatic stay of § 362 and the co-debtor stay of § 1301 are terminated as to such collateral and claims; (3) the claim will not be discharged; and</p> </td></tr> </table>			a. Applicable Commitment Period	<p>Pursuant to §1325(b)(4), as calculated under Part II of Form 122C, the Applicable Commitment Period for this case is <u>36 Months</u>.</p>	b. Direct Payment of Claims	<p><u>Direct Payments By Debtors On Claims Secured by Personal Property:</u> The Debtors will directly make payments to the creditors listed below pursuant to the following conditions: (1) the Debtors will pay the claim without any modifications to the terms of the contract; (2) upon entry of the confirmation order, the automatic stay of § 362 and the co-debtor stay of § 1301 are terminated as to such collateral and claims; (3) the claim will not be discharged; and</p>
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2. The modification does not otherwise materially impact other secured, priority, or nonpriority unsecured creditors. The proposed plan, with the modification, satisfies the requirements of Section 1322 and 1325 of the Bankruptcy Code.
3. Under § 1323(c), any holder of a secured claim that has accepted or rejected, as the case may be, the prior plan is deemed to have accepted or rejected the plan as modified, unless the modification provides for a change in the rights of such holder from what such rights were under the plan before modification, and changes such holder's previous acceptance or rejection.

THEREFORE, because the modification does not require notice to creditors, Debtor requests the Bankruptcy Court to confirm the plan as modified without further notice or hearing.

Dated: 11/25/2024

/s/

Steven M. Rogers
Attorney for Debtor(s)

CERTIFICATE OF SERVICE – BY NOTICE OF ELECTRONIC FILING (CM/ECF)

I hereby certify that on **November 25, 2024** I electronically filed the foregoing Motion to Modify Plan Pre-Confirmation with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system.

- **Lon Jenkins tr** ecfmail@ch13ut.org, lneeb@ch13ut.org
- **Hillary R. McCormack** hillarym@hwmlawfirm.com
- **Steven M. Rogers** srogers@roruss.com,
nrussell@roruss.com;rorusslaw@gmail.com;paralegal@roruss.com;r47264@notify.bestcase.com;bwhiting@roruss.com
- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov

CERTIFICATE OF SERVICE – MAIL, OTHER

I hereby certify that on **November 25, 2024** I caused to be served a true and correct copy of the foregoing Motion to Modify Plan Pre-Confirmation as follows:

Mail Service - By regular first class United States mail, postage fully pre-paid, addressed to:
-NONE-

Mail Service to Entire Matrix – By regular first class United States mail, postage fully pre-paid, addressed to all parties who did not receive electronic service as set forth herein listed on the Official Court Mailing Matrix dated November 25, 2024 attached hereto.
-NONE-

/s/

Jenna Barrus
Paralegal